

85676

CHARTER TITLE, Escrow No. EU 0347-MR (JP)

When Recorded Please Mail to:

Richard W. Horton, etal, P.O. Box 2610, Reno, Nev. 89505

DEED OF TRUST

1  
2 THIS DEED OF TRUST made this 19<sup>th</sup> day of August, 1982,  
3 between Frank P. Bleuss and Carol A. Bleuss, his wife, of  
4 P. O. Box 1348, Carson City, Nevada, herein called Trustors;  
5 Charter Title Co., of P. O. Box 97, 612 Altman Street, Suite 120  
6 Fly, Nevada, herein called Trustee, and Royal A. Stewart, Ann P.  
7 Stewart, Richard W. Horton and Sheila M. Horton, of P. O. Box  
8 2610, Reno, Nevada, herein called beneficiaries.

WITNESSETH:

9  
10 That said Trustors hereby grant, convey and confirm unto  
11 the Trustee all the right, title and interest of the Trustors  
12 in trust with power of sale, in and to that certain real property  
13 lying, situate and being in the City of Eureka, County of  
14 Eureka, State of Nevada, and more particularly described as:

15 LOTS 14 and 15, BLOCK 5, in the Town of Eureka, according  
16 to the official map thereof, filed in the Office of the  
17 County Recorder of Eureka County, State of Nevada.

18 TOGETHER with all and singular the tenements, hereditaments  
19 and appurtenances thereunto belonging or in anywise appertaining,  
20 and the reversion and reversions, remainder and remainders, rents,  
21 issues and profits thereof, and also all the estate, right, title  
22 and interest, homestead, or other claim or demand as well in law  
23 as in equity, which Trustors now have or hereafter may acquire  
24 of, in and to the said premises or any part thereof, with the  
25 appurtenances.

26 TO HAVE AND TO HOLD the same unto the said Trustee and its  
27 successors upon the trusts hereinafter expressed, namely:

28 As security for the payment of that certain Promissory Note.  
29 Promissory Note dated the 19<sup>th</sup> day of August, 1982, in  
30 the principal sum of \$4,500.00 made by Trustors in favor of  
31 Beneficiaries.

32 THIS TRUST DEED is intended to and does secure such

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1 additional amounts as may be hereafter loaned by the Beneficiaries  
2 or their successors or assigns to the Trustors, and any present  
3 or future demands of any kind or nature which the Beneficiaries  
4 or their successors may have against the Trustors, whether  
5 created directly or acquired by assignment; whether absolute or  
6 contingent; whether due or not, or whether otherwise secured or  
7 not, or whether existing at the time of the execution of this  
8 instrument, or arising thereafter; also as security for the  
9 payment and performance of every obligation, covenant, promise  
10 or agreement herein or in said secured obligation contained.

11 The following covenants, Number 1, 2 \$ None , the amount  
12 of fire insurance to be carried, 3, 4 15.5% interest rate to be  
13 paid on any funds Beneficiaries pay out to protect the deed of  
14 trust, 5, 6, 7 10% will be paid as attorneys' fees, in addition  
15 to the debt, if foreclosure occurs, 8 and 9 of NRS 107.030 are  
16 hereby adopted and made a part of this Deed of Trust.

17 As additional security, Trustors hereby give to and confer  
18 upon the Beneficiaries, the right, power and authority during  
19 the continuance of these trusts, to collect the rents, issues  
20 and profits of said property, or of any personal property located  
21 thereon, with or without taking possession of the property affected  
22 thereby, reserving unto the Trustors the right, prior to any  
23 default by the Trustors in payment of any indebtedness secured  
24 hereby, or in the performance of any agreement hereunder, to  
25 collect and retain such rents, issues and profits as may accrue  
26 and become payable.

27 If breach or default be made in the prompt payment, when  
28 due, of any sum secured hereby, or in the performance of any  
29 promise contained herein, or in any conveyance under which  
30 Trustors claim or derive title, then at any time thereafter the  
31 Beneficiaries hereunder may declare all sums secured hereby  
32 immediately due and payable, without demand or notice.

1 The Beneficiaries may, without notice to or consent of  
2 the Trustors, extend the time of the payment of any indebtedness  
3 secured hereby to any successor in interest of the Trustors  
4 without discharging the Trustors from liability thereon.

5 Trustors hereby covenant and agree to pay all reconveyance  
6 fees charged by the aforesaid Trustee at the time of payment  
7 of indebtedness secured hereby, and all costs incident to the  
8 reconveyance.

9 Any Trustor who is a married woman hereby expressly agrees  
10 that recourse may be had against her separate property for  
11 any deficiency after a sale of the property hereunder by the  
12 Trustee if such Trustor executed the obligation secured hereby.

13 Trustors expressly covenant and agree that at all times  
14 during the term hereof, they will keep and maintain the above-  
15 described real property and the buildings and improvements now  
16 or hereafter located thereon in a good state of repair and  
17 further that they will not make any alteration or alterations to  
18 said buildings or improvements which would in any way reduce or  
19 impair or tend to reduce or impair the value of the property  
20 with such improvements thereon.

21 All the provisions of this instrument shall inure to and  
22 bind the heirs, devisees, legal representatives, successors and  
23 assigns of each party hereto respectively. The rights or remedies  
24 granted hereunder or by law shall not be exclusive but shall be  
25 concurrent and cumulative.

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1 IT IS EXPRESSLY AGREED that the Trusts created hereby are  
2 irrevocable by the Trustors.

3 IN WITNESS WHEREOF, the Trustors have executed the above and  
4 foregoing the day and year first above written.

5 Frank P. Bleuss  
Trustor  
6 Carol A. Bleuss  
Trustor

9 STATE OF NEVADA )  
10 COUNTY OF ) ss.

11 On August 19, 1982, personally appeared before me, a  
12 notary public, Frank P. Bleuss and Carole A. Bleuss, who ac-  
13 knowledged that they executed the above instrument.

14 Patricia Lee Stewart  
Notary Public



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Charter Title  
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20 82 NOV 2 9:00

22 OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WALLIS A. DEPAOLI-RECORDER  
23 FILE NO. 85676  
24 FEE \$ 7.00

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